Exhibit 1

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CONTRACT AGREEMENT

BETWEEN

Malawi Communications Regulatory Authority (MACRA)

And

Agilis International Inc.

Subject of Procurement: Provision of Consolidated ICT
Regulatory Management Services

Procurement No: MACRA/CIRMS/2009

Date: 21st MAY, 2010

Wanangwa Hara LLB(Hons)
Notary Public
Commissioner for Oaths
Ritz Attoneys at Law.
Box 60284, Blantytre 6, Malawi

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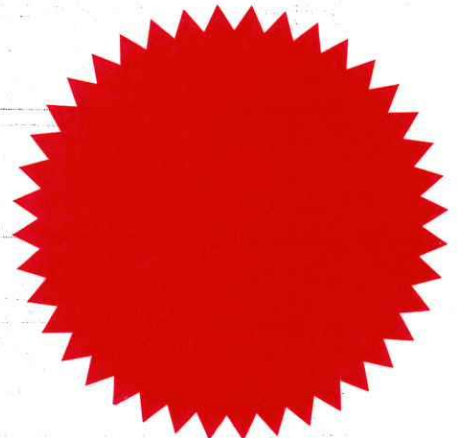
MASTER SERVICE AGREEMENT

INTERNATIONAL

MASTER SERVICES AGREEMENT

This Master Services Agreement (the *Agreement*) is made this 21ˢᵗ day of May, 2010, between the Malawi Communications Regulatory Authority, a government agency with a place of business at Salmin Amour Road, Private Bag 261, Blantyre, Malawi, (hereinafter referred to as **MACRA**), and AGILIS **INTERNATIONAL INC.**, a Delaware corporation with a place of business at 1 Research Court, Suite 370, Rockville, MD 20850, USA (*Contractor*), and memorializes an agreement between Contractor and MACRA effective from the date of this Agreement , which is also the date on which this Agreement shall be signed by both parties, (the *Effective Date*),. The parties agree as follows:

1. SERVICES.

1.1 Engagement. MACRA hereby engages Contractor to provide the services (the *Services*) assigned in writing, including by electronic mail and facsimile, by **MACRA** from time to time (each, a *Statement of Work*), and Contractor accepts such engagement. This Agreement provides the terms and conditions applicable to all Statements of Work. Any modification of these terms and conditions within a Statement of Work will apply only to the Statement of Work in which the modification occurs. Contractor agrees to use its best efforts to undertake and complete the Services, including delivering the work products (*Deliverables*), in accordance the descriptions and schedules specified in the Statement of Work.

1.2 Subcontractors. Contractor may subcontract the performance of various Services with **MACRA**'s prior written consent, not to be unreasonably withheld. At MACRA's request, the Contractor shall provide a copy of any such written agreement between the Contractor and the Subcontractor. The performance of any Services by a subcontractor shall be pursuant to an enforceable written agreement between Contractor and subcontractor that contains provisions that are binding on subcontractor and which are as protective of **MACRA** (and its rights in and to the Services and Deliverables) as the provisions of this Agreement and all of Contractor's representations,

warranties and covenants herein. In any event, Contractor shall remain fully liable for the performance of Services by its subcontractors and their acts and omissions.

1.3 Performance. Contractor agrees to conduct all of its activities and perform all its obligations hereunder in accordance with all applicable laws, rules and regulations (including but not limited to all tax, import and export regulations). Contractor shall be solely responsible for obtaining and complying with all governmental permits, consents or approvals, licenses of third party intellectual property rights, and any other requirements that are applicable to the Deliverables or Services. In the performance of the Contractor's obligations, time shall be of essence.

1.4 Deliveries. Contractor agrees to use its best efforts to deliver all Deliverables by the applicable delivery date requested by **MACRA**. Unless otherwise agreed by **MACRA** in writing, all non-electronic Deliverables will be packaged and labeled in accordance with reasonable and customary commercial practices (or as otherwise reasonably required by **MACRA**) and all governmental requirements.

1.5 Reporting. At reasonable intervals, Contractor agrees to provide written updates (in English) concerning the status of the Services. In any event, the Contractor agrees to provide written report within a reasonable time

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whenever so requested by MACRA.

1.6 Inspections. MACRA or its representatives may, upon reasonable prior notice and at times reasonably acceptable to Contractor, visit any facility where the Services are being performed and consult informally during such visits with personnel working within the scope of this Agreement.

1.7 Fees and Expenses. Contractor shall be solely responsible for all costs and expenses incurred in performing under this Agreement. As the only consideration due Contractor regarding the subject matter of this Agreement, MACRA will pay Contractor in the amounts and at the times set forth in the applicable Statement of Work (other than amounts disputed in good faith).

2. INTELLECTUAL PROPERTY.

2.1 Inventions Assignment. Contractor will continue to own all rights, title and interest (including patent rights, copyright rights, trade secret rights, trademark rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all Deliverables and all other materials, inventions (whether or not patentable), works of authorship, software, designations, designs, know-how, ideas, results, data and other information that are made or conceived or reduced to practice, in whole or in part, that arise out of the Services or that are based on or otherwise reflect any Proprietary Information (as defined below) (collectively, *Inventions*).

2.2 IP Ownership. The Parties further stipulate that by providing the Application Software, either as the basis of a hosted service, or licensed to MACRA as per the software licensing agreement, the Contractor is not conveying the Intellectual Property ownership of the Application Software to MACRA. The Application Software remains the Intellectual Property of Agilis International, Inc.

2.3 Confidentiality. Contractor agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to Deliverables, MACRA's prospects, finances, vendors, operators, and employees) that Contractor develops, learns or obtains in connection with the Services, or that are received by or for MACRA in confidence, constitute *Proprietary Information.* Contractor will hold in confidence, and exercise all reasonable precautions to prevent unauthorized access to, and not disclose or, except in performing the Services, use any Proprietary Information. However, Proprietary Information will not include information that Contractor can document is or becomes readily publicly available without restriction through no fault of Contractor. Upon termination and at MACRA' request at any other time, Contractor will promptly return to MACRA all materials and copies containing or embodying Proprietary Information, except that Contractor may keep its copy of its compensation records and this Agreement.

2.4 Restrictions. As additional protection for the Proprietary Information, Contractor agrees that during the term of this Agreement (i) and for two (2) years thereafter, Contractor will not encourage or solicit any employee, contractor or consultant of MACRA to leave MACRA for any reason, or service or solicit the business or patronage of any of MACRA's suppliers, licensees' or prospects for the benefit of Contractor or any other person, or divert, entice or otherwise take away from MACRA the business or patronage of any MACRA's supplier or prospect. Contractor understands that the restrictions set forth in this Section 2.4 are intended to protect MACRA's interest in its Proprietary Information and established relationships and goodwill with employees and business partners, and Contractor agrees that such

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restrictions are reasonable and appropriate for this purpose.

2.5 Moral Rights. To the extent allowed by law, Section 2.1 and any license to MACRA hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," or the like. Furthermore, Contractor agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world and without any further compensation, MACRA may and is hereby authorized to use Contractor's name in connection with promotion of its business, the provision of its regulatory products and services. To the extent any of the foregoing is ineffective under applicable law, Contractor hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. Contractor will confirm any such ratification and consent from time to time as requested by MACRA. Contractor will obtain the foregoing ratifications, consents and authorizations, for MACRA' benefit, from each person who provides any Services hereunder.

2.6 License. If any part of the Services, Deliverables or other Inventions is based on, incorporates or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, modified, distributed or otherwise exploited without using or violating, any technology or intellectual property rights owned or licensed by Contractor and not assigned hereunder (*Restricted Rights*), then Contractor will work with MACRA to acquire, lease or grant (at reasonable commercial terms) MACRA and its affiliates and successors a nonexclusive, perpetual, irrevocable, worldwide, transferable, sublicensable right and license to exploit and exercise all such Restricted Rights in support of MACRA' exercise or exploitation of the Services, Deliverables, Inventions, other

work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

3. WARRANTIES.

3.1 Authority. MACRA and Contractor each represent and warrant that they are a government agency and a corporation respectively, duly organized, validly existing and in good standing under the laws of their respective incorporating jurisdiction and they have all requisite corporate power and authority to enter into this Agreement. Furthermore, MACRA and Contractor each represent and warrant to the other that it is duly authorized by all requisite action to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and that the same do not and will not conflict or cause a default with respect to its obligations under any other agreement.

3.2 No Conflict. Contractor represents and warrants that neither this Agreement, or any term hereof, or the performance of or exercise of rights hereunder, is contrary to or in conflict with, or is ineffective, requires registration, approval or tax withholding under, or affects MACRA' proprietary rights under, any law or regulation of any country or political or governmental entity where the Services will be performed. Contractor agrees to indemnify MACRA from any and all losses, damages, liabilities, claims, settlements, penalties, attorneys' fees and other expenses incurred by MACRA arising out of any allegation or action of any person or entity inconsistent with the foregoing warranty.

3.3 Services and Deliverables. Contractor represents and warrants that: (a) all Services and Deliverables will conform to the applicable requirements and specifications; (b) the Deliverables will be delivered free and clear of all taxes, duties, liens, security interests and other

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encumbrances; (c) the Services will be performed in a professional and workmanlike manner, and in accordance with best industry practices; (d) all personnel performing the Services are well qualified through appropriate education, training and experience; (e) all work under this Agreement shall be Contractor's original work; (f) none of the Services, Deliverables or other Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Contractor itself); (g) Contractor has the full right to provide **MACRA** with the assignments and rights provided for herein (including without limitation, through execution of appropriate written agreements with its employees and subcontractors); and (h) Contractor will not disclose to any third party or use for its benefit any trade secret or proprietary or confidential information of MACRA

4. TERM AND TERMINATION.

4.1 Term. This Agreement shall commence on the Effective Date and continue in effect until the earlier of (a) expiration or termination of all Statements of Work or (b) the third (3rd) anniversary of the Effective Date or () by mutual written agreement of the parties. Any Statement of Work that is in effect upon expiration of this Agreement shall continue in effect in accordance with its terms, subject to all other provisions of this Agreement.

4.2 Convenience. Unless otherwise provided in the applicable Statement of Work, **MACRA** or contractor may terminate any Statement of Work at any time for its convenience upon at least thirty (30) days prior written notice to Contractor or to MACRA. **MACRA** may specify that Contractor (i) continue performing the Services during the notice period or (ii) wind-down its performance in a prompt and

orderly fashion.

4.3 Other Termination. This Agreement may be terminated (in whole, or in respect of an applicable Schedule) by either party (i) if the other party materially breaches any provision of the Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party, or (ii) effective immediately upon written notice, in the event any assignment is made by the other party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of such other party's property, or if a voluntary or involuntary petition under applicable bankruptcy or insolvency laws is filed against the other party, or if it dissolves or fails to operate in the ordinary course without a successor.

4.4 Effects of Termination. Termination of this Agreement shall not be an exclusive remedy for breach and, whether or not termination is effected, all other remedies will remain available. Upon any expiration or termination of this Agreement, all obligations of the parties shall cease, except that (i) all obligations that accrued prior to the effective date of termination shall survive, (ii) Contractor shall deliver to **MACRA** all Deliverables and works in progress and (iii) Contractor shall return to **MACRA** or, if so directed by **MACRA**, destroy all originals and copies of the Proprietary Information and all information, records and materials developed therefrom in its possession or under its control. The provisions of Sections 3 (Warranties), 7 (General Provisions) and this Section 4 shall expire in 1 (one) year after termination of this Agreement. The provisions of Sections 2 (Intellectual Property), shall survive any expiration or termination of this Agreement.

4.5 No Termination Liability. Each party understands that the rights of

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1 Research Court, Suite 370
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termination hereunder are absolute and that it has no rights to a continued relationship with the other after termination, except as expressly stated herein. Neither party shall incur any liability whatsoever for any damage, loss or expense of any king suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement which complies with the terms of the Agreement whether or not such party is aware of any such damage loss or expense.

5. INDEMNIFICATION. Contractor agrees to (i) defend and indemnify **MACRA** against any action, claim, judgment, demand or proceeding that concerns or arises out of the Services or any breach or default under Contractor's representations, warranties or covenants (including without limitation, any claim that a Deliverable infringes a patent, copyright, trade secret or other intellectual property or proprietary right), and (ii) pay, indemnify and hold **MACRA** harmless from all settlement amounts and damages, losses, liabilities, penalties, costs and expenses (including reasonable attorneys' fees) resulting from such claim. If any Deliverable becomes or, in **MACRA**' opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Contractor shall at its sole cost and expense (1) obtain for **MACRA** the right to continue using such Deliverable or (2) replace or modify such Deliverable so that it becomes non-infringing without substantially compromising its principal functions.

6. RELATIONSHIP. NOTE.Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as an employee, employer, partner, joint venturer or agent of the other and shall not bind nor attempt to bind the other to any contract

without written approval from the other party . Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance. Contractor shall be solely responsible for making any and all payments due to its employees. Contractor agrees to defend, indemnify and hold **MACRA** harmless from any and all claims, damages, liabilities, losses, attorneys' fees and expenses on account of (a) an alleged failure by Contractor to satisfy any such obligations or any other obligation to any party (under this Agreement or otherwise) or (b) any other action or inaction of Contractor. Contractor will ensure that its employees and agents are bound in writing to Contractor's obligations under this Agreement.

7. GENERAL.

7.1 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior negotiations, understandings or agreements (oral or written) between the parties relating to the subject matter of this Agreement (and all past dealing or industry custom). Headings are for convenience of reference only and shall in no way affect interpretation of the Agreement. The provisions of this Agreement shall also govern the Software License Agreement and the Statement of Works, subject to their respective terms and conditions. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change, modification or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The

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failure of a party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is in the English language only, which shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties hereto.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Republic of Malawi without regard to its conflicts of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the **Republic of Malawi**, the laws, rules and regulations of the **of the Republic of Malawi** shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The sole jurisdiction and venue for actions related to this Agreement will be the High Court (Principal Registry or Commercial Division) located in Blantyre, in the Republic of Malawi, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover reasonable costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

7.3 Remedies. Contractor acknowledges and agrees that in the event of any breach or threatened breach , **MACRA** will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, **MACRA** shall be entitled to injunctive

and other equitable remedies to prevent or restrain, temporarily or permanently, such breach or threatened breach, without the necessity of posting any bond or surety. Unless specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy that MACRA may have, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

7.4 Notice. Any notice required or permitted to be given hereunder shall be given in writing, in English and shall be effective if delivered in person or via established international express courier service, by registered or certified mail, postage prepaid, return receipt requested, to the other party at their respective designated addresses as set out below, or such other address as may be designated by any of the other parties through written notice.

7.5 Assignment. This Agreement and the performance contemplated hereunder are personal to Contractor and shall not be transferable. Contractor shall not have the right or ability to subcontract, delegate, or otherwise assign any rights or obligations under this Agreement without the prior written consent of **MACRA**. Any attempt to do otherwise shall be void and of no effect. **MACRA** may transfer this Agreement un-amended, without the consent of Contractor; This Agreement will be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.

7.6 Insurance While this Agreement is in effect, the Contractor agrees to obtain and maintain in effect the following insurance, acceptable to MACRA:

(a) Professional liability insurance in a minimum amount of One Million Dollars ($1,000,000) per claim to cover liability for errors and

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omissions in the performance of the Services; and

(b) Commercial general liability insurance in a minimum amount of Two Million Dollars ($2,000,000.00) per occurrence, which insurance shall include coverage for products and completed operations.

The Contractor shall provide to MACRA evidence of the insurance specified in this section 7.6 in the form of a certificate of insurance within ten (10) Business Days of the effective date of this Agreement and, thereafter, on an annual basis while this Agreement is in effect. If the Contractor engages any subcontractors or other entities that are not covered by the insurance policies specified in this section 7.6, the Contractor shall be responsible for ensuring that such subcontractors or other entities carry such insurance.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their duly authorized officers to execute this Agreement as a sealed instrument, as of the date first above written (the Effective Date).

SIGNED, SEALED AND DELIVERED
by CHARLES NSALIWA
Director General
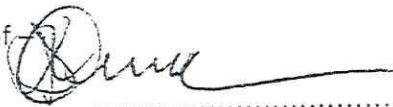For and on behalf of the MACRA

)
) PP
)

In the presence of –

Witness   : ....
Address   : ....
Occupation: ....

SIGNED, SEALED AND DELIVERED
by RAWLVAN BENNETT
Executive Vice President
For and on behalf of the Contractor

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)
)

In the presence of

Witness   : ....
Address   : Box 30480, Lilongwe 3
Occupation: M.Director

SECTION: 2

SOFTWARE LICENSE AGREEMENT

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1 Research Court, Suite 370,
Rockville MD 20850 USA

SOFTWARE LICENSE AGREEMENT

This Software License and Support Agreement shall be effective as of DATE, ("Effective Date") is entered into by and between Agilis International, Inc, a Delaware corporation with principal offices at 1, Research Court Suite 370, Rockville, Maryland 20850, USA ("Agilis International") and Malawi Communications Regulatory Authority, a government authority with principle offices at Salmin Armour Road, Private Bag 261, Blantyre, Malawi, ("Licensee") and describes the terms and conditions pursuant to which Agilis International shall license to Licensee and support certain Agilis International Software (as defined below).

1   DEFINITIONS

1.1 "**Agreement**" means this Software License and Support Agreement, including any and all attached Schedules.

1.2 "**Application**" means the specific Application hereto of the Agilis International Software running on one or more related computers at a single location.

1.3 "**Confidential Information**" means this Agreement and all its Schedules, any addenda hereto signed by both parties, all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Agilis International Software, and any other proprietary information supplied to Licensee by Agilis International or by Licensee to Agilis International which is clearly marked as "confidential" if in tangible form, or identified as "confidential" if orally disclosed.

1.4 "**Designated Equipment**" means the hardware make and model of the server computer(s) on which the Agilis International Software will be installed.

1.5 "**Agilis International Software**" means (i) the software products designated on Schedule A hereto provided to Licensee by Agilis International in executable form (but not the Source Code), (ii) the associated program documentation ("Documentation"), (iii) any source code or object code which Agilis International in its sole discretion may provide to Licensee from time to time and (iv) any Updates, modifications, maintenance releases, bug fixes or work-arounds which Agilis International may provide to Licensee from time to time.

1.6 "**Agilis International Software Database**" means the customer database associated with the Agilis International Software which contains the Customer Records.

1.7 "**Production Site(s)**" means the addresses and locations of the server computer(s) on which the Agilis International Software will be installed.

1.8 "**Subscriber**" means an individual customer record account object ("Customer Record") in the Agilis International Software Database. The total number of Subscribers is exactly equal to the number of Customer Records in the Agilis International Software Database, except that Subscribers shall not include fictitious customer records created by Licensee solely for the purposes of testing the Agilis International Software in a non-production environment.

1.9 "**Updates**" means any updates to the Agilis International Software licensed hereunder which Agilis International, in its discretion, makes generally available to its Agilis International Software licensees.

2 GRANT OF LICENSE

2.1 For so long as this Agreement remains in force Agilis International grants to Licensee a non-exclusive and non-transferable (subject to Section 11) right to use the Agilis International Software on the Designated Equipment located at the designated Production Site only for the specified Application. Licensee may possess only the number of copies of any Agilis International Software necessary for the type of use specified above and may use such copies only in accordance with this Agreement and the Documentation. Agilis International shall at all times retain ownership of all Agilis International Software including any Documentation and any copies thereof.

2.2 Licensee may copy the Agilis International Software for backup or archival purposes provided that all titles, trademark symbols, copyright symbols and legends, and other proprietary markings are reproduced.

2.3 Agilis International grants and Licensee receives no other rights or licenses to the Agilis International Software, derivative works (as defined in the United States copyright Act of 1976, Title 17 USC Section 101 et.)Seq.) or any intellectual property rights related thereto, whether by implication, estoppel or otherwise, except those rights expressly granted in this Section 2.

3 LICENSE RESTRICTIONS

3.1 Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

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3.1.1 Sell, lease, license, sublicense, encumber or otherwise transfer any portion of the Agilis International Software or Documentation;

3.1.2 To decompile, disassemble, or reverse engineer any portion of the Agilis International Software or attempt to discover any source code or underlying ideas or algorithms of any Agilis International Software;

3.1.3 Other than to the extent permitted by Section 2.3above create any Derivative Work based on the Agilis International Software or any Agilis International Confidential Information;

3.1.4 Provide, disclose, divulge or make available to, or permit use of the Agilis International Software by persons other than Licensee's employees who shall be bound by the confidentiality terms and provisions contained in Section 12 below, without Agilis International International's prior written consent;

3.1.5 Use any Agilis International Software, or allow the transfer, transmission, export, or re-export of any Agilis International Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, laws of the Republic of Malawi, or any other government agency. All the limitations and restrictions on the Agilis International Software in this Agreement also apply to the Documentation.

4 MANNER OF PAYMENT

All payments due hereunder shall be made, in U.S. dollars and are exclusive of any sales, use or other taxes, Malawian fees or duties arising out of this Agreement.

5 LICENSE FEE

5.1 In consideration of the rights granted herein, Licensee shall pay Agilis International the license fee specified in Schedule A on the Effective Date.

6 MAINTENANCE AND TECHNICAL SUPPORT

6.1 Under this agreement Licensee shall be entitled to receive Updates and technical support in accordance with Agilis International's support policy.

6.2 Support Services shall consist of (i) error correction and telephone support provided during Agilis International's normal business hours to Licensee's technical support contact concerning the installation and use of the then current release of the Agilis International Software and (ii) product Updates that Agilis International in its discretion makes generally available and are not designated by Agilis International as products for which it charges a separate fee. Agilis International shall have no obligation to support (a) altered, damaged or modified Agilis International Software (except as authorized by Agilis International or if such modifications or customizations are performed by Agilis International Professional Services Group during implementation) or any portion of the Agilis International Software incorporated into other software, (b) problems caused by Licensee's negligence, abuse, or misapplication, or use of the Agilis International Software other than as specified in Agilis International's user documentation or other causes beyond the control of Agilis International, or (c) Agilis International Software installed on a system that is not supported by Agilis International. For installations, which require Licensee provided hardware Agilis International shall have no liability for any changes in Licensee's hardware which may be necessary to use the Agilis International Software.

6.3 Upon completion of the implementation of the Agilis International Software by Agilis International, Agilis International will provide Licensee with a letter confirming that such installation of the Agilis International Software was authorized and that Agilis International International's maintenance, technical support and warranty obligations hereunder shall not have been waived.

7 TERMINATION

7.1 This Agreement commences on the Effective Date and will remain in force for a period of three years or until an early termination option is exercised.

7.2 Licensee may, upon one hundred and eighty (180) days prior written notice to Agilis International, terminate this Agreement. However, no such termination will entitle Licensee to a refund of any portion of any monies, which have been paid to Agilis International.

7.3 Agilis International may, by written notice to Licensee, terminate this Agreement if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of

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any monies which have been paid to Agilis International;

7.3.1 Licensee is in breach of this Agreement in any material respect, which breach, if capable of being cured, is not cured within thirty (30) days after Agilis International gives Licensee written notice of such breach; or Agilis International may terminate this Agreement immediately upon notice if Licensee breaches any of its obligations under Section 3 above in any material respect;

7.4 Termination will become effective immediately under the date set forth in the written notice of termination under Section 7.3.1 provided such date is not less than one hundred and eighty (180) days from delivery of said notice. Termination of this Agreement will not affect the provisions regarding Licensee's or Agilis International's treatment of Confidential Information, provisions relating to the payments of amounts due, provisions limiting or disclaiming Agilis International's liability, and/or provisions regarding applicable law, which provisions will survive termination of this Agreement.

7.5 Upon termination, all licenses granted hereunder shall cease to be effective and Licensee shall immediately cease all use of any affected Agilis International Software, Documentation and Agilis International Confidential Information.

7.6 Within fourteen (14) days of the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return the Agilis International Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession and Agilis International will return any Confidential Information to the Licensee. Licensee shall furnish Agilis International with a certificate signed by an executive officer of Licensee verifying that the same has been done.

7.7 Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

8 INDEMNIFICATION FOR INFRINGEMENT

8.1 Agilis International shall, at its expense defend or settle any claim, action or allegation brought against Licensee that the Agilis International Software infringes any patent, copyright, trade secret or other proprietary right of any third party, and Agilis International will similarly indemnify and hold harmless Licensee from damages and costs incurred by Licensee (including reasonable attorneys' fees and costs) as a result of any such claims of infringement and shall pay any final judgment awarded or settlements entered into; provided that Licensee gives written notice to Agilis International of any such claim within 10 business days, action or allegation of infringement and gives Agilis International the authority to proceed as contemplated herein. Agilis International will have the exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of Agilis International. Licensee shall give such assistance and information as Agilis International may reasonably require to settle or oppose such claims.

8.2 In the event any such infringement, claim, action, or allegation is brought or threatened, Agilis International may, at its sole option and expense:

8.2.1 Procure for Licensee the right to continue use of the Agilis International Software or the infringing portion thereof;

8.2.2 Modify, amend or replace the Agilis International Software or infringing part thereof with other software which has substantially the same or better capabilities;

8.3 THE FOREGOING OBLIGATIONS SHALL NOT APPLY TO THE EXTENT THE INFRINGEMENT ARISES AS A RESULT OF MODIFICATIONS TO THE AGILIS INTERNATIONAL SOFTWARE MADE BY MACRA OR ANY OF THEIR AGENTS OTHER THAN AGILIS INTERNATIONAL. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF AGILIS INTERNATIONAL WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

9 WARRANTY AND LIMITATION OF LIABILITY

9.1 Agilis International warrants to Licensee that the Agilis International Software will perform in substantial accordance with the Documentation for a period of three hundred and sixty five days (365) days from the Effective Date. If the Agilis International Software does not perform as warranted, Agilis International shall undertake to correct the non-conforming part of the Agilis International Software, or if correction is reasonably not possible, replace such non-conforming part of the Agilis International Software free of charge. If neither of the foregoing is commercially practicable, Agilis International shall refund the monies paid by Licensee for that non-conforming part of the Agilis International Software. In the event that such refund is made, Agilis International

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9.1.2 All modifications, alterations or additions to the Agilis International Software, if any, have been made using Agilis International Software Customization Tools provided by Agilis International to Licensee; and

9.1.3 Licensee has not made or caused to be made modifications, alterations or additions to the Agilis International Software that causes it to deviate from the Documentation.

9.2 Agilis International warrants that it has the unencumbered legal ownership or is licensed to use all the software and all such equipment that it shall provide to the Licencee under this Agreement.

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9.5 No employee, agent, representative or affiliate of Agilis International has authority to bind Agilis International to any oral representations or warranty concerning the Agilis International Software. Any written representation or warranty not expressly contained in this Agreement is unenforceable.

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Licensee shall keep and maintain full, accurate and detailed records regarding the License and the number of End Users of the Agilis International Software. Agilis International or its representatives shall be entitled to review and audit such books and records and/or Licensee's compliance with the provisions of this Agreement from time to time during normal business hours upon thirty (30) days prior written notice to Licensee.

11 ASSIGNMENT/BINDING AGREEMENT

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, except by way of sale of assets, merger or consolidation, without the prior written consent of Agilis International, which consent shall not be unreasonably withheld or delayed, provided that in the case of any such sale of assets, merger or consolidation, the number of Subscribers shall not be increased beyond the maximum number of Subscribers in the block of Subscribers then applicable immediately prior to such sale of assets, merger or consolidation. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, no transfer or assignment of Licensee's rights hereunder shall be effective unless and until (1) Licensee has paid and remains current on all amounts due hereunder, and (2) the purported assignee agrees in writing to be bound by all of the obligations of Licensee hereunder. Further, neither this Agreement nor the licenses granted hereunder shall be transferable to any direct competitor of Agilis International.

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12 CONFIDENTIALITY

12.1 Each Party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding any information that it can document in writing (i) is in the public domain through no fault of its own, (ii) was properly known to it, without restriction, prior to disclosure by Disclosing Party, (iii) was properly disclosed to it, without restriction, by another person with the legal authority to do so, (iv) is independently developed by Receiving Party without use or reference to Disclosing Party's Proprietary Information or (v) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by and practical under the circumstances, Receiving Party provides to Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure or if prior notice is not permitted or practical under the circumstances, prompt notice of such disclosure.

12.2 In the event of actual or threatened breach of the provisions of Section 3 or Section 12.1, the non-breaching party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

13 NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered mail, return receipt requested, or (c) sent by overnight air courier, in each case forwarded to the appropriate address set forth below.

AGILIS INTERNATIONAL:
   ATTN: Richard Miller
   AGILIS INTERNATIONAL INC.
   1, RESEARCH COURT, SUITE 370
   ROCKVILLE, MD 20850

FOR LICENSEE:
   ATTN: Director General
   Malawi Communications Regulatory Authority
   Salmin Armour Road, Private Bag 261
   Blantyre, Malawi

Either party may change its address for notice by written notice to the other party. Notices will be considered to have been given at the time of actual delivery in person.

14 MISCELLANEOUS

14.1 Force Majeure. Neither party will incur any liability to the other on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by event, occurrences, or causes beyond its control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the ability to meet financial obligations is expressly excluded.

14.2 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed to be deemed a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

14.3 Severability. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

14.4 Entire Agreement. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

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14.5 Standard Terms of Licensee. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Licensee may use in connection with the acquisition or licensing of the Agilis International Software will have any effect on the rights, duties or obligations of the parties under, or other otherwise modify, this Agreement

14.6 Public Announcements/Publicity. Licensee and Agilis International agree to cooperate regarding public relations activities, including public announcements, joint press releases, and other activities to be mutually agreed. Neither party will perform such activities without the prior written consent of the other party.

14.7 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement.

14.8 Applicable Law. This Agreement will be interpreted and construed pursuant to the laws of the Republic of Malawi and without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any waivers or amendments shall be effective only if made in writing. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorney's fees and costs in connection with such action.

IN WITNESS WHEREOF, Intending to be legally bound, the parties have caused their duly authorized officers to execute this Agreement as a sealed instrument, as of the Effective Date

Agilis International, Inc.

By: _____

Name: Mr. Rawlvan Bennett

Title: Executive Vice President of Worldwide Sales

Date: 14 / 06 / 2010

In the presence of:

Witness

By: _____

Name: Dean Ng'oma

Title: Managing Director

Date: 14/06/2010

Malawi Communications Regulatory Authority

By: _____

Name: Mr. Charles Nsaliwa

Title: Director General

Date: 21 MAY 2010

Witness

By: _____

Name: Mr. Ken Ari___

Title: Director

Date: 12/6/10

SECTION: 3

STATEMENT OF WORK

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Agilis International Inc.

Statement of Work for
Malawi Telecommunications Regulatory Authority (MACRA)
Document Version 0.8

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First Edition
June 2009

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1. Introduction

This document describes the scope of solution offered to Malawi Telecommunications Regulatory Authority (MACRA) in response to requirements presented in the RFP and further discussed in detail during the MACRA team visit to Agilis International offices in Rockville, Maryland, USA.

In order to facilitate a methodical deployment, the solution presented in this document is organized into multiple categories in four stages. The details of the stages and categories are described in the sections below.

2. Deployment Stages

It is proposed that the solution be deployed in four stages. The scope to be covered in each stage is listed below and described in subsequent sections of this document:

Planning and Preparation:
- Finalize Deployment Plan
- Onsite Logistics including:
  - Execute Recruiting plan (local personnel)
  - Initiate Data Center and Network Operations Center (NOC) Plan
  - Coordination of Data and Information required from Operators
  - Finalize Network Monitoring Plan - Specifications and requirements for Probe locations and deployment

Phase 1a:
- Data Center and NOC Live
- Live Feed from Operators - Switch CDRs and Counters
- Installation and Field Testing of the following solutions:
  - DataMind® - Data Collection and Storage
  - NetMind® - Fraud Management
  - ART® - Quality of Service (QoS) Reporting and Equipment Identity Report
  - RevMind® - Revenue Assurance
- Initiate Installation of International Gateway SS7/C7 network monitoring Probes

Phase 1b:
- SS7/C7 monitoring Probes Live
- DataMind®, NetMind®, ART® and RevMind® Live
- Installation of IP Core Network monitoring Probe
- Implementation and Field Testing of Lawful Intercept
- Implementation and Field Testing of Spectrum Allocation

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- Implementation and Field Testing of Global Satellite Linkage

Phase 2:

- IP Core Network monitoring Probe Live
- Lawful Intercept Live
- Spectrum Allocation Live
- Global Satellite Linkage Live

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3. Planning and Preparation

This stage consists of the following high level tasks:

- Finalize Deployment Plan
- Onsite Logistics including:
  - Execute Recruiting plan (local personnel)
  - Initiate Data Center and NOC Plan
  - Coordination of Data and Information required from Operators
  - Finalize Network Monitoring Plan - Specifications and requirements for Probe locations and deployment

This section describes the activities and deliverables of this stage of the project.

3.1 *Finalize Deployment Plan*

A comprehensive, end-to-end project management and deployment plan will be created by Agilis International.

Agilis International will have personnel onsite to discuss, in detail, the steps of the deployment plan through the four phases. All critical path dependencies will be identified and discussed. Risks will be identified and risk mitigation plans will be discussed. Any information required from MACRA and/or the Operators will be identified and specific timelines will be discussed.

3.2 *Onsite Logistics*

Agilis International personnel who will be onsite will proceed to address the onsite logistics required to facilitate deployment of the solution.

3.2.1 Execute Recruiting Plan

Agilis International will start the recruiting process for the following onsite, local personnel:

- Project lead
- Technical Support Engineer
- Operational/Business Support Analyst

The positions that will be recruited for the NOC team are:

- One Department Manager
- One Technical Manager
- One System Administration Engineer
- Two Technical Support Engineers
- One Operations Manager
- Three Operations Support Analysts

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Job descriptions are provided in Appendix 1

3.2.2 Initiate Data Center and NOC Plan

The Data Center will house the servers, networking and other hardware required for the solution. Refer to Appendix 2 for a detailed Bill of Materials and logical architecture diagram for the servers required in the Data Center. See Appendix 3 for Data Center inventory list.

The NOC will house the MACRA team responsible for supporting the solution. It will contain the displays for the applications, PCs and other equipment for the MACRA team. See Appendix 3 for NOC inventory list.

The Data and Operations Center plan and design will be finalized and discussed in detail with MACRA.

3.2.3 Coordination of Data and Information required from Operators

The following data and information will be required from the Operators:

- International Gateway Switch CDRs (volume, format, frequency)
- Local Switch CDRs (volume, format, frequency)
- BSC/MSC Switch counters
- Network Topology (GSM and IP)
- Physical connectivity (IP and SS7/C7)
- Transport network from Operator to MACRA data center

Agilis International project manager will work in conjunction with MACRA to obtain this information in an efficient manner.

3.2.4 Finalize Network Monitoring Plan

Three SS7/C7 (ISUP) probes will be deployed – one each at the three Operator international gateway switch locations. The probes will monitor the incoming and outgoing international traffic and generate CDRs which will be transmitted to the data center for processing and storage.

Based on the Network Topology and connectivity details obtained, the physical deployment details for the SS7/C7 probes will be discussed in detail with MACRA and the Operators. Probe deployment timelines will be finalized and coordinated with the Operators and the probe hardware will be ordered.

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4. Phase 1a

In this phase, the following tasks will be completed:

- Data Center and NOC Live
- Live Feed from Operators - Switch CDRs and Counters
- Installation and Field Testing of the following solutions:
  - DataMind® - Data Collection and Storage
  - ART® - Quality of Service (QoS) Reporting and Equipment Identity Report
  - NetMind® - Fraud Management
  - RevMind® - Revenue Assurance
- Initiate Installation of International Gateway SS7/C7 network monitoring Probes

4.1 Data Center and NOC Live

All preparation activities for the Data Center and NOC will be completed. Agilis International personnel will work with MACRA staff to ensure that all requirements and specifications defined in the planning stage for the Centers have been fulfilled. The Centers will become fully operational. With the exception of the building and the building facilities it shall be the duty and responsibility of Agilis International to ensure that the Data Center and NOC are provided and equipped with all the necessary materials for the provision of any of the services or works comprised in the Statement of Works.

4.2 Live Feed from Operators

Agilis International will coordinate with the Operators to initiate the live feed of switch CDRs and counters from Operator network to Data Center servers. The feed from each Operator will be tested and verified to ensure that it conforms to the format agreed to in the planning stage.

This data will enable the following Agilis International applications to be installed. Field testing with the live feeds will be conducted:

- DataMind®
- NetMind®
- ART®
- RevMind®

4.3 DataMind®

Agilis International, Inc. will deploy its DataMind® platform. DataMind® includes a Message Processing Engine (MPE®) and Database storage.

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4.3.1 Message Processing Engine (MPE®):

MPE will be deployed to process the following types of data to address the needs of the applications:

- International gateway switch CDRs
- Local switch CDRs
- BSC/MSC switch counters
- IP Data records
- SS7/C7 CDRs

4.3.2 Database Storage

DataMind® will store 30 days of CDRs and 6 months of summarized CDRs in an Oracle database which will be made available for reporting and to applications. The context of usage of this data will vary with each different application and their individual needs.

The Multi-Dimensional Summary data will fulfill the applications' historical, aggregated data needs, as well as most reporting needs.

Some of the common dimensions of aggregation are mentioned below. The full set of dimensions will be finalized once all the information on data sources is available:

- Destination Country
- Date of call
- Call Type
- Switch / MSD ID and Trunk Group/Cell Site
- Originating Carrier
- Terminating Carrier

4.4 ART®

ART® is a flexible Reporting platform for QoS analysis and reporting. It is a web-based application for easy user access and distribution of data and reports.

4.4.1 QoS Reporting

A standard set of reports derived from switch counter and switch CDR data will be provided targeted to QoS analysis:

- Call Setup Success Rate
- Call Drop Rate
- Call Handover Success Rate
- Congestion Rate
- Traffic Channel Assignment Success Rate
- Answer to Seizure Ratio

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- Average Conversation Time
- Network Efficiency Ratio (this may be available only after SS7/C7 probe deployment if switch CDRs do not contain release cause information)

4.4.2 Equipment Identity Report

As part of the ART implementation, an Equipment Identity report will be provided. This report will be a monthly report and it will provide a list of all IMEIs detected in the switch CDRs collected by the system, and the manufacturer and model of the device.

4.4.3 Additional Capabilities

In addition to the above reports, the following capabilities will be available to users:

- User-definable report templates
  - This feature of ART® enables the user to define their own report templates based on individual requirements in an intuitive, drag-and-drop manner. These reports can then be run upon user request.

- Dashboard
  - The dashboard provides a graphical representation of the CDR processing and Report generation. With this dashboard, the user can easily scrutinize if the system is getting CDRs every hour and is generating reports as per pre-defined schedules.

- Scheduling
  - Any report can either be run on-demand by the user or scheduled for future, recurring execution. The scheduling can be done by specifying various parameters such as the start date, end date, frequency, output file name and formats.

- Export (to pdf, excel etc.) and distribution of reports (to email id lists)
  - User can ask for a report output to be exported to one of many formats – pdf, excel, csv, rtf. User can also ask for reports to be emailed to any user-specified email distribution list.

4.5 NetMind®

NetMind® is an enterprise class risk and fraud management solution for wireless (GSM/CDMA), VoIP, traditional wire-line, and next generation networks. It enables network service providers to manage the financial risk posed by subscribers in a proactive manner.

The NetMind® solution captures subscriber events (CDR's and SMS) from the network, which are then analyzed to generate cases and management reports. The solution is made up of several components:

- Rules Processor
  - The NetMind® system has expert rule based detection capabilities with a user friendly GUI for configuring the rules. This powerful Rules Engine allows fraud managers to build a sophisticated and adaptive layer of protection against evolving fraud types. The Rules Engine provides the user the ability to build

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complex rules for many scenarios using a combination of conditions including the nesting of those conditions and combining them using logical operators.

- Usage Profiler
  - The Usage Profiling Engine accumulates usage statistics across various service type dimensions and time intervals. It monitors statistics for each individual profile (subscriber) and applies appropriate thresholds based on their current usage patterns. If subsequent usage exceeds a threshold, an action is initiated and the thresholds are adjusted based on the results of the final disposition of the case. This enables the profiler to "self learn" the usage pattern for each individual subscriber and take appropriate actions based on the profile/risk of the subscriber.

- Hotlist Manager
  - The NetMind® Hotlist manager is a tool that allows the user to maintain a list of blacklisted and white listed numbers which when combined with the Analytical engines, gives the fraud analyst the ability to target monitoring of specific phone numbers (calling, called etc.), account numbers ,etc.

- Configuration System - The Configuration System is a user interface application that is used to configure rules and associated entities. Some of the salient features are:
  - Integrated view of the NetMind® system using a graphical dashboard.
  - Flexible Rule-based expert system. Rules and thresholds can be configured using the intuitive graphical user interface (GUI) that allows the users to define rules for changing scenarios.
  - Ability to build complex rules for various scenarios using combinations of conditions including nesting of conditions and combining them using logical operators.
  - Ability to setup case assignment rules that can take advantage of agent domain experience or security clearance.
  - Ability to create alert notification rules to notify selective alerts via E-mail.

- Workflow System - The NetMind® Workflow System is a graphical tool that is used by the investigative agents to work the alerts and cases generated by the analytics engines. Following are some of the key features of the workflow system:
  - Automatic case generation and escalation - Cases are automatically created by the system when potentially fraudulent activity is detected. The system automatically raises the priority of the case if subsequent suspicious activity is detected after a case is created
  - Intuitive user interface - All relevant information about a case is presented in a easy-to-use interface. User is given the ability to add notes or attach other related cases or documents so that all collateral information pertaining to a case is contained in one place
  - Workflow Queues - Multiple routing queues can be created on a user basis which is in turn populated with cases. An administrator can configure rules for assigning cases to queues automatically.
  - Automatic case assignment - NetMind® has provisions for defining case assignment rules as part of the work flow designer tool. These rules are

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processed by workflow engines in the database to automatically assign cases to analysts.

- o Task and Reminders - The application also has a provision for task management and setting reminders. Users can assign, view and edit tasks.
- o Workflow management and productivity reports - The reporting tool allows for monitoring and management of workflow queues.

- Bypass/SIM Box Detection Service
  - o This service is in addition to the tools provided with NetMind® in order to offer a complete line of defense against SIM Box or Bypass fraud. It requires the use of a scheduled calling strategy and VoIP lines at an international origination country plus CDR extracts from the destination country.

The service includes:

- o Provision the VoIP lines and strategically select calling cards for the region
- o Perform all test configuration and scheduling
- o Monitor daily test completion success, call validation and calling card performance
- o Analyze recordings to assure accuracy
- o Develop scripts to adapt to each destination's line characteristics
- o Continuously adjust strategies and carriers/technologies to achieve greater detection
- o Provide a weekly list of independently generated CDRs for the carrier to correlate and determine fraudulent links, suspend fraudulent subscribers and identify SIM box locations.

4.6 RevMind®

RevMind® is an analytical engine that tracks and aggregates incoming and outgoing network traffic. The purpose of this engine is to analyze and summarize the data for several user-definable reports on calls and minutes. Some of those reports are mentioned below:

- The number of incoming calls/minutes to each Operator
- The number of outgoing calls/minutes from each Operator
- The number of incoming calls/minutes to each Operator from each international origination country
- The number of outgoing calls/minutes from each Operator to each international destination country

If the rating or formula to calculate tax based on volume is provided by MACRA, then the above reports can include the Telecoms Taxation Assessment amounts based on the minutes of use.

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4.7 Initiate Installation of International Gateway SS7/C7 network monitoring Probes

The deployment of three SS7/C7 (ISUP) probes will be initiated during this phase. The probes will be placed in their locations at the international gateway switches of the three Operators and physical connectivity will be established. Testing of the probes will begin to ensure that the SS7/C7 signaling links are being monitored correctly. Once the local testing of each probe is complete, the transmission of SS7/C7 CDRs to the Data Center servers will begin and this transmission will be field tested to ensure that the data is being captured and stored accurately.

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5. Phase 1b

In this phase, the following tasks will be completed:

- DataMind®, NetMind®, ART® and RevMind® Live
- SS7/C7 monitoring Probes Live
- Installation of IP Core Network monitoring Probe
- Implementation and Field Testing of Lawful Intercept
- Implementation and Field Testing of Spectrum Allocation
- Implementation and Field Testing of Global Satellite Linkage

5.1 DataMind®, NetMind®, ART® and RevMind® Live with Switch CDRs and Counters

The field testing of the above applications with switch CDRs and counters will be completed and these applications will now be ready to go live.

5.2 SS7/C7 Monitoring Probes Live

The probes testing will be completed and the data feeds from the probes will be processed into the DataMind® platform. With this, SS7/C7 CDRs will be stored in the database and will be available for reporting and to the applications. This will be an independent source of validation of the volumes of Operator traffic that is collected and processed without requiring any input/interference from Operators. It can also be used to enhance the QoS reporting by providing Network Efficiency Ratio reports.

Agilis International will start field testing of NetMind®, ART® and RevMind® applications with SS7/C7 CDRs. Once field testing is complete, all of the applications will include SS7 CDRs in their analytics in the production environment.

5.3 Installation of IP Core Network monitoring Probe

One IP probe (SIP, SIGTRAN) will be installed at the IP international gateway location. The installation of this probe will be initiated in this phase. Field testing of the probe installation will begin. The purpose of this probe will be to monitor Voice Over IP (VOIP) traffic incoming and outgoing from the gateway. IP CDRs (IPDR) will be generated and transmitted to the DataMind® platform for capture and storage.

Once the probe is installed and field testing is complete, these IPDRs will then be available to NetMind®, ART® and RevMind® for fraud, QoS and revenue analysis.

5.4 Implementation and Field Testing of Lawful Intercept

Lawful Intercept functionality is provided by a component of NetMind®, which allows the operator to set up the signaling intercept of a call in the monitored network. The parameters that can be configured in the Lawful Intercept module are:

- The Order Number of the intercept

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- The beginning date and time of the intercept
- The ending date and time of the intercept
- The telephone number of interest
- The method of notification (sms {number}/email {address})

Once the intercept has been set, then if this number makes a call or receives a call, a notification via sms/email will be sent to the respective telephone number or email address with the details of the call. The intercept will automatically expire at the end date and time of the said intercept. All the call activity (CDR) pertaining to this intercept is stored in DataMind® and can be requested by the operator up to 6 months after the intercept end date.

In addition to this near real-time intercept, the system also provides the functionality to produce records to fulfill information request from a legal agency. The typical information required to service this request include

- Information request number
- Requesting Entity
- Requesting Operator
- Authorized by {Person}
- Telephone number of the request
- Date and time range that is mentioned in the information request

Once executed a detailed CDR report is produced to fulfill the information request in multiple formats. (Like PDF, comma delimited file, HTML)

The information used to produce this request and the CDR's related to these requests are stored in the DataMind® for a period of 6 Months or up to 1 Million CDRs.

5.5 Implementation and Field Testing of Spectrum Allocation

To monitor the spectrum for GSM services a fixed antenna and probe will be installed in a truck. The measurements from this probe will be incorporated into the DataMind® storage repository for reporting and analysis. The key features of the fixed monitoring probe are:

- 9Khz – 30 Ghz Frequency Range
- Digital Mobile Measurements (CDMA/GSM/GPRS)
- + 20dBm ~ -105dBm
- 4 RF inputs
- 100ms – 100 Sec sweep rate

In addition to the fixed probe, Agilis International will adapt an element manager to bring spectrum data from the existing MACRA monitoring system for reporting and analysis.

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5.6 Implementation and Field Testing of Global Satellite Linkage

Agilis International will deploy a C7/SS7 monitoring probe on the link connecting the satellite station with the STP of the telecommunication network used to further route the call. The C7/SS7 probe will use the ISUP protocol to decode the call setup information and produce a Call Detail Record (CDR) with information specific to that call.

The CDRs from the probe will be processed and stored in DataMind® for reporting and analysis. At the time of deployment a decision will be made on either installing a dedicated probe to monitor this link or utilize an existing probe with spare capacity to monitor the link.

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6. Phase 2

In Phase 2, the following tasks will be completed:

- IP Core Network monitoring Probe Live
- Lawful Intercept Live
- Spectrum Allocation Live
- Global Satellite Linkage Live

The field testing of the above elements will be completed and they will go live in production.

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7. Timeline

The table below shows the timelines for the major milestones:

Table 1

S. No.	Milestone	Milestone Date
	Contract and SOW signed	Day 0
	Planning and Preparation Stage Complete	Day 0 + 14 weeks
	Phase 1a Complete	Day 0 + 25 weeks
	Phase 1b Complete	Day 0 + 32 weeks
	Phase 2 Complete	Day 0 + 36 weeks

The project plan is shown in Appendix 4.

8. Payment Terms

MACRA undertakes to make the payments in the manner provided herein. However, in the event of Agilis International failing to comply with any of its obligations under the Statement of Works or under the Master Agreement, MACRA shall be entitled to with hold payment, without prejudice to any of its rights under the said Master Agreement or Statement of Works.

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8.1 Payment Terms

Note: Agilis International will provide a bank guarantee in the amount of $500,000 as security for MACRA's initial payment. This guarantee will be released "FOB shipment of the first hardware or software shipped to MACRA."

	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Total
Upon contract signature (30%)	$2,028,783								
First Installment Payment (30%)			$2,028,783						
Second Installment Payment (20%)							$1,352,522		
Final Installment Payment (20%)								$1,352,522	
Grand Total									$6,762,610

Summary

No later than June 8, 2010	$2,028,783
August 15, 2010	$2,028,783
December 15, 2010	$1,352,522
January 15, 2011	$1,352,522

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Appendix 1

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Job Descriptions – Project Team

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9. Appendix 1 – Job Descriptions

- US PROJECT LEAD
  - Manages the end-to-end deployment
  - On-site Project Lead and Off-site managers report to US Project Lead
  - Owns tracking and management of the end-to-end project plan
  - Experienced in the traffic, QoS, revenue assurance and fraud management telecom domains
  - Experienced in delivering high quality, distributed technology solutions encompassing telecom protocol, data collection, correlation, data warehousing and application layer domains
  - Experienced in project planning and management

- ON-SITE PROJECT LEAD
  - Manages the logistics and day-to-day planning and activities on-site
  - On-site and local Agilis International personnel report to on-site project lead
  - Owns the responsibility of coordinating on-site NOC and technical activities with MACRA project lead
  - Owns the responsibility of coordinating on-site activities with Operators
  - Experienced in Agilis International solutions and technology
  - Experienced in general and process management
  - Experienced in project planning and management

- ON-SITE TECHNICAL LEAD
  - Manages the technical deployment on-site
  - Responsible for planning the recruiting and training of local technical personnel
  - Responsible for planning and coordinating all technical activities between on-site and off-site teams
  - Experienced in C++, database and GUI (.Net and Java) technologies
  - Experienced in planning installations and testing of distributed technology solutions

- ON-SITE SUPPORT LEAD
  - Responsible for planning and executing the installation and testing plan
  - Experienced in testing and technical support of distributed, technology solutions
  - Responsible for training of local personnel in installation, testing and operation of deployed solutions

- ON-SITE ANALYSTS

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- o Responsible for documenting the methods and procedures to be followed for each deployed application
- o Responsible for verifying the business rules and validity of data being processed by platform
- o Responsible for creating an knowledge transfer plan and for training of local personnel
- o Responsible for operation of deployed applications until transition to local personnel is complete
- **LOCAL TECHNICIANS**
  - o Responsible for testing, operation and application support after transition is complete
- **LOCAL IT SUPPORT**
  - o Responsible for installation/upgrades and technical (systems) support after transition is complete
- **OFF-SITE TRAINING MANAGER**
  - o Manages the planning and execution of training plan
  - o Responsible for ensuring that appropriate training material is created
  - o Responsible for overseeing the training provided by on-site support lead and analysts
  - o Experienced in training user groups in tier 1 organizations
- **OFF-SITE TECHNICAL LEAD**
  - o Manages the technical development and configuration off-site
  - o Responsible for managing off-site technical personnel
  - o Responsible for planning and coordinating all technical activities between on-site and off-site teams
  - o Experienced in C++, database and GUI (.Net and Java) technologies
  - o Experienced in planning installations and testing of distributed technology solutions
- **OFF-SITE DOCUMENTATION**
  - o Responsible for preparing/updating user manuals, training manuals, methods and procedures documentation
  - o Assist in preparing of internal technical documentation
- **OFF-SITE TESTING and QA**
  - o Responsible for providing off-site quality assurance of platform and solutions before it is deployed on-site

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Appendix 2

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Bill of Materials and Physical Architecture
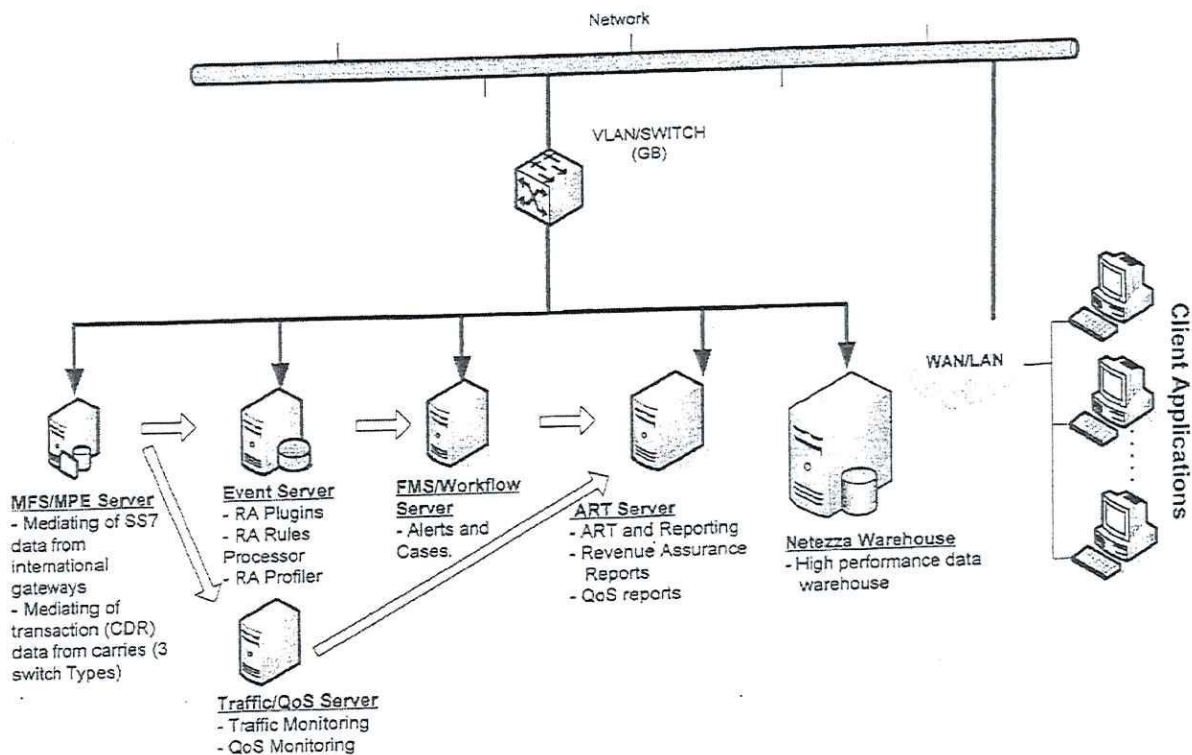
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10. Appendix 2 – Bill of Materials and Physical Architecture

This section provides the Bill of Materials for all the equipment to be provided by Agilis International (see Appendix 3 – Inventory List) and the Physical Architecture diagram of the servers in the Data Center.

10.1 Physical Architecture

Network

VLAN/SWITCH
(GB)

WAN/LAN

Client Applications

MFS/MPE Server
- Mediating of SS7 data from international gateways
- Mediating of transaction (CDR) data from carries (3 switch Types)

Event Server
- RA Plugins
- RA Rules Processor
- RA Profiler

FMS/Workflow Server
- Alerts and Cases.

ART Server
- ART and Reporting
- Revenue Assurance Reports
- QoS reports

Netezza Warehouse
- High performance data warehouse

Traffic/QoS Server
- Traffic Monitoring
- QoS Monitoring

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10.2 Bill of Materials

Hardware Bill of Materials for 6 Million CDRs/Network Events (USD)

No.	Component Description	Product Code	Quantity
1	MFS/MPE Server	DL385G5	1
	ProLiant DL385: HP ProLiant DL385 G5 Server		
	Processors: 2 Quad-Core AMD Opteron™ Processor Model 2382 (2.6GHz, 75W ACP)		
	Memory: HP 16GB REG PC2-6400 4x4GB LP Dual Rank Memory		
	Operating System: RHEL 1-2 Sockets; No Media; 1 YR Subscription, 9x5 HP Software Telephone Support included; not preinstalled		
	Controller: HP Smart Array P400i/512 Controller with battery		
	Primary Hard Drive: HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	2nd Hard Drive: HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	3rd Hard Drive: HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	4th Hard Drive: HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	Power Cords: 2x Power Cord, C13 to C14, PDU Style, 10 amps, 10 feet / 3 meter		
	Network Card: 2 Embedded NC373i Multifunction Gigabit Network Adapters		
	Optional Optical Drive: Slim Line CD-RW/DVD-ROM 24X Combo Drive Option Kit		
	Power Supply: Redundant HP 1u Server 700w Hot Plug Power Supply		
	Warranty: HP Standard Limited Warranty - 3 Years Parts and on-site Labor		

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№	Component Description	Product Code	Quantity
2	Traffic/Qos Server	DL385G5	1
	Proliant DL385: HP ProLiant DL385 G5 Server		
	Processors: 2 Quad-Core AMD Opteron™ Processor Model 2382 (2.6GHz, 75W ACP)		
	Memory: HP 32GB REG PC2-6400 8x4GB LP Dual Rank Memory		
	Operating System: RHEL 1-2 Sockets; No Media; 1 YR Subscription, 9x5 HP Software Telephone Support included; not preinstalled		
	Controller: HP Smart Array P400i/512 Controller with battery		
	Primary Hard Drive: HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	2nd Hard Drive: HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	3rd Hard Drive: HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	4th Hard Drive: HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	5rd Hard Drive: HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	6th Hard Drive: HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	Power Cords: 2x Power Cord, C13 to C14, PDU Style, 10 amps, 10 feet / 3 meter		
	Network Card: 2 Embedded NC373i Multifunction Gigabit Network Adapters		
	Optional Optical Drive: Slim Line CD-RW/DVD-ROM 24X Combo Drive Option Kit		
	Power Supply: Redundant HP 1u Server 700w Hot Plug Power Supply		
	Warranty: HP Standard Limited Warranty - 3 Years Parts and on-site Labor		

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No.	Component Description	Product Code	Quantity
		DL385G5	1
3	**Event Server**		

Proliant DL385:
HP ProLiant DL385 G5 Server.

Processors:
2 Quad-Core AMD Opteron™ Processor Model 2382 (2.6GHz, 75W ACP)

Memory:
HP 32GB REG PC2-6400 8x4GB LP Dual Rank Memory

Operating System:
RHEL 1-2 Sockets; No Media; 1 YR Subscription, 9x5 HP Software Telephone Support included; not preinstalled

Controller:
HP Smart Array P400i/512 Controller with battery

Primary Hard Drive:
HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive

2nd Hard Drive:
HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive

3rd Hard Drive:
HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive

4th Hard Drive:
HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive

5rd Hard Drive:
HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive

6th Hard Drive:
HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive

Power Cords:
2x Power Cord, C13 to C14, PDU Style, 10 amps, 10 feet / 3 meter

Network Card:
2 Embedded NC373i Multifunction Gigabit Network Adapters

Optional Optical Drive:
Slim Line CD-RW/DVD-ROM 24X Combo Drive Option Kit

Power Supply:
Redundant HP 1u Server 700w Hot Plug Power Supply

Warranty:
HP Standard Limited Warranty - 3 Years Parts and on-site Labor

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No.	Component Description	Product Code	Quantity
5	**ART Server**	DL385G5	1
	Proliant DL385: HP ProLiant DL385 G5 Server		
	Processors: 2 Quad-Core AMD Opteron™ Processor Model 2382 (2.6GHz, 75W ACP)		
	Memory: HP 16GB REG PC2-6400 4x4GB LP Dual Rank Memory		
	Operating System: RHEL 1-2 Sockets; No Media; 1 YR Subscription, 9x5 HP Software Telephone Support included; not preinstalled		
	Controller: HP Smart Array P400i/512 Controller with battery		
	Primary Hard Drive: HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	2nd Hard Drive: HP 146GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	3rd Hard Drive: HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	4th Hard Drive: HP 300GB Hot Plug 2.5 SAS Dual Port 10,000 rpm Hard Drive		
	Power Cords: 2x Power Cord, C13 to C14, PDU Style, 10 amps, 10 feet / 3 meter		
	Network Card: 2 Embedded NC373i Multifunction Gigabit Network Adapters		
	Optional Optical Drive: Slim Line CD-RW/DVD-ROM 24X Combo Drive Option Kit		
	Power Supply: Redundant HP 1u Server 700w Hot Plug Power Supply		
	Warranty: HP Standard Limited Warranty - 3 Years Parts and on-site Labor		

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No	Component Description	Product Code	Quantity
6	Oracle Licenses Oracle Enterprise Oracle Enterprise Edition for Red Hat Linux	OraENT	12

No	Component Description	Product Code	Quantity
7	Warehouse Netezza Storage Array Netezza 5200 2 TB	Net52003T	1

No	Component Description	Product Code	Quantity
8	SS7/IP Probes SS7 (ISUP)/IP (SIP,SIGTRAN) Probes NetAnalyzer (m)NAS-500C	NAS-500C	4

No	Component Description	Product Code	Quantity
9	Calling Probes Autodialer probe for recurring, scheduled call generation	ATP009	3
	Call Log Manager	OX2287	1

No	Component Description	Product Code	Quantity
10	Call Interceptor Intercept Probe	XCIP8000	2
	Collection Manager	AXS2400	1

No	Component Description	Product Code	Quantity
11	Spectrum Analyzer SpecMon Fixed analyzer - up to 30 GHz range	SMxxxx	1

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No.	Component Description	Product Code	Quantity
12	Firewall, Router and Switch Hardware Cisco Catalyst 2960 Series	WS-C2960S	1
	Cisco PIX 515E	515E	1
	E1/T1 to 10/100 Cisco Router	C10-100	1

No.	Component Description	Product Code	Quantity
13	Electronic Wall Board 50" Flat Panel Screen Displays		9
	Display Hardware and Switch		1

No.	Component Description	Product Code	Quantity
14	Furniture Conference Table		1
	Conference Chairs		12

No.	Component Description	Product Code	Quantity
15	Software DataMind® License		1
	ART License		1
	RevMind License		1
	NetMind License		1

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Appendix 3

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Data Center and Network Operations Center (NOC) Inventory

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11. Appendix 3 - Data Center and NOC Inventory

This document contains the list of facilities and material to be provided by MACRA and the list of material and facilities to be provided by Agilis International.

11.1 Data Center Inventory List

The Data Center will house the server and other hardware required for the solution.

The below items are to be provided by MACRA:

- Static IP addresses available for each server
- All equipment to be power line surge protected and power should be supplied by Uninterruptible Power Source (UPS)
- Climate controlled server room
- 10/100/1000 Mbps Local Area Network (LAN) with available Ethernet connectors and optional wireless connection (WiFi 802.11g)
- Broadband access to the Wide Area Network (WAN) / Internet. 2 Mb/sec Minimum

The below items are to be provided by Agilis International:

- Servers and storage required for software and database implementation
- VPN software to connect monitoring probes to MACRA's LAN as well as to allow each carrier to send their own CDR files to MACRA's LAN
- Firewall Software/Hardware and Network switches
- Enterprise Backup system and procedures (such as Tivoli, Veritas, etc)
- Five (5), 19" full depth RACKs
- Installation and testing of all servers
- Installation and testing of all software required for solution
- Installation/Configuration of network and software required to collect data from remote probes

11.2 NOC Inventory List

The NOC will house the MACRA team responsible for supporting the solution.

The below items are to be provided by MACRA:

- Initial Space for 2 groups of 4 Cubicles, with low partitions between and allocation for a future third group.
- 2 close door offices with additional side chair. These would be for the Head of the Department and the Operations Manager

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12. Appendix 4 – Project Plan

ID	○	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		0%	MACRA Project	183 days	Fri 5/14/10	Thu 1/27/11		
2	📅	0%	Contract and SOW Signature	1 day	Fri 5/14/10	Fri 5/14/10		Agilis,MACRA
3		0%	Project Kickoff meeting	1 day	Mon 5/17/10	Mon 5/17/10	2	Agilis,MACRA
4	📅	0%	Planning and Preparation	75 days	Tue 5/18/10	Mon 8/30/10		
5		0%	Finalize Deployment Plan & Design	14 days	Tue 5/18/10	Fri 6/4/10	3	Agilis,MACRA
6		0%	Deployment Plan & Design Review	5 days	Mon 6/7/10	Fri 6/11/10	5	Agilis,MACRA
7		0%	Execute Recruiting Plan	35 days	Tue 5/18/10	Mon 7/5/10	3	Agilis
8		0%	Data required from Operators	20 days	Tue 5/18/10	Mon 6/14/10	3	Agilis,MACRA
9		0%	Network Monitoring Plan & Site Survey	15 days	Mon 6/14/10	Fri 7/2/10	6	Agilis
10		0%	Data Center and NOC Preparation	61 days	Mon 6/7/10	Mon 8/30/10	5	Agilis,MACRA
11		0%	Procure & Ship Hardware	35 days	Mon 6/7/10	Fri 7/23/10	5	Agilis
12		0%	Receive & Install Hardware	5 days	Mon 7/26/10	Fri 7/30/10	11	Agilis
13		0%	Phase 1a	80 days	Mon 8/2/10	Fri 11/19/10		
14		0%	Data Center and NOC Live	2 days	Tue 8/31/10	Wed 9/1/10	10,12	Agilis
15		0%	Live Feed (Switch CDRS & Counters) from Operators	0 days	Wed 9/1/10	Wed 9/1/10	8,14	Agilis,MACRA
16		0%	Installation and Field Testing of DataMind, Netmind, ART and RevMind	20 days	Thu 9/2/10	Wed 9/29/10	15,8,12	Agilis
17		0%	Installation and Field Testing of SS7 Probes	80 days	Mon 8/2/10	Fri 11/19/10	9,12	Agilis
18		0%	Phase 1b	86 days	Wed 9/29/10	Thu 1/27/11		
19		0%	DataMind, NetMind, ART and RevMind Live	0 days	Wed 9/29/10	Wed 9/29/10	16	Agilis
20		0%	SS7 Probes Live	0 days	Fri 11/19/10	Fri 11/19/10	17	Agilis
21		0%	Installation and Field Testing of IP Probe	50 days	Thu 9/30/10	Wed 12/8/10	9,14,16	Agilis
22		0%	Implementation and Field Testing of LawAid Intercept	35 days	Mon 11/22/10	Fri 1/7/11	14,15,16,17	Agilis
23		0%	Implementation and Field Testing of Spectrum Allocation	86 days	Thu 9/30/10	Thu 1/27/11	14,15,16	
24		0%	Implementation and Field Testing of Global Satellite Linkage	49 days	Mon 11/22/10	Thu 1/27/11	14,15,16,17	
25		0%	Phase 2	36 days	Wed 12/8/10	Thu 1/27/11		
26		0%	IP Probe Live	0 days	Wed 12/8/10	Wed 12/8/10	21	Agilis
27		0%	Lawful Intercept Live	0 days	Fri 1/7/11	Fri 1/7/11	22	Agilis
28		0%	Spectrum Allocation Live	0 days	Thu 1/27/11	Thu 1/27/11	23	Agilis
29		0%	Global Satellite Linkage Live	0 days	Thu 1/27/11	Thu 1/27/11	24	Agilis
30		0%	MACRA Project Fully Operational	0 days	Thu 1/27/11	Thu 1/27/11	20,26,27,28,29	

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Appendix 5

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Support Process

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Agilis International Inc.
1 Research Court, Suite 370
Rockville, MD 20850
USA.
http://www.agilisinternational.com
An ISO 9001:2000 Certified company

Tele: (240) 912 3040
Fax: (240) 912 3050
E-mail: information@agilisinternational.com

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13. Appendix 5 - Support Process

Introduction

The purpose of this document is to describe the Support process flow and other relevant support details for the RMS platform. The details of this will be finalized upon signing of the contract for production implementation of the solutions.

Definitions

This section defines the classification of issues that arise (Severity Levels) and the Levels of Support through which the issue will be managed and resolved.

Severity Levels

- Severity 1: Critical problem; application is unusable and severely impacts user's business function
- Severity 2: Major problem; important function not available resulting in operation of system being restricted
- Severity 3: Minor problem; inability to use a function, does not seriously affect the user
- Severity 4: A minor problem that is not significant to the users operation is identified and possibly circumvented.

Change Requests

Any requests from users for functionality that was outside of the original scope of requirements will be addressed through a Change Request process. This process will be invoked by the completion of a Change Request form that will contain:

- Details of the change being requested
- Impact (financial and/or timeline)
- Schedule for change to be implemented in production
- Written approval from Customer and Agilis International representatives

Levels of Support

There are three levels of support. All issues must be resolved within these three levels of support. This section describes the functions of each level of support.

Level 1

Level 1 support is responsible for the following functions:

- Receive the problem report from the originator
- Contact the originator, obtain description of problem, and verify severity, if necessary
- Search problem database for known problems
- Provide available resolution if known problem

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- Update problem record, documenting Level 1 actions
- If no resolution, pass problem record to Level 2
- Notify third party if required
- Update problem report, documenting Level 1 actions
- Once the issue is resolved, close the problem report and notify concerned parties

Level 2

Level 2 support is responsible for the following functions:

- Receive the problem report from Level 1
- Analyze problem symptoms, gathering additional data from request originator as required
- Search problem data base for known problems
- Provide available resolution if known problem
- If required, attempt recreation on Test System as available
- Attempt to verify alleged error is not due to improper installation or use of Deliverables by the user
- Attempt to verify alleged error is not due to prerequisite or operationally related equipment or software at user location
- Attempt by-pass or circumvention for high impact problem i.e. Severity 1 and 2
- If no resolution and problem appears to be a newly discovered Software or Documentation Error, update problem record and pass on to Level 3
- Upon request from Level 3, assist Level 3 as reasonably necessary in acquisition of additional information or materials from request originator to support Level 3 problem determination
- Update problem report, documenting Level 2 actions.

Level 3

Level 3 support is responsible for the following functions:

- Receive the problem report and supporting documentation and materials from Level 2.
- Analyze the problem symptoms and diagnose the Error.
- Notify Level 2 if additional information, materials, or documentation is required
- Attempt recreation of problem on Test System if required.
- Assist Level 2 in developing a by-pass or circumvention for high impact problems i.e. Severity 1 and 2.
- Determine if Maintenance Modifications are required in Software or related Documentation for the Deliverables.

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- If Maintenance Modifications are required to the Deliverables, provide Software and/or Documentation corrections to Customer.

- Update the problem report, including text describing the resolution of the Error or the rationale for the closing in the event no Software or Documentation Error was found.

Agilis International shall provide selected on-site support assistance, if the resolution of a Severity 1 problem requires such assistance, utilizing trained personnel. Travel Expenses, if any, for such support assistance provided by Agilis International shall be reimbursed by Customer in accordance with the SOW.

Support Process Flow

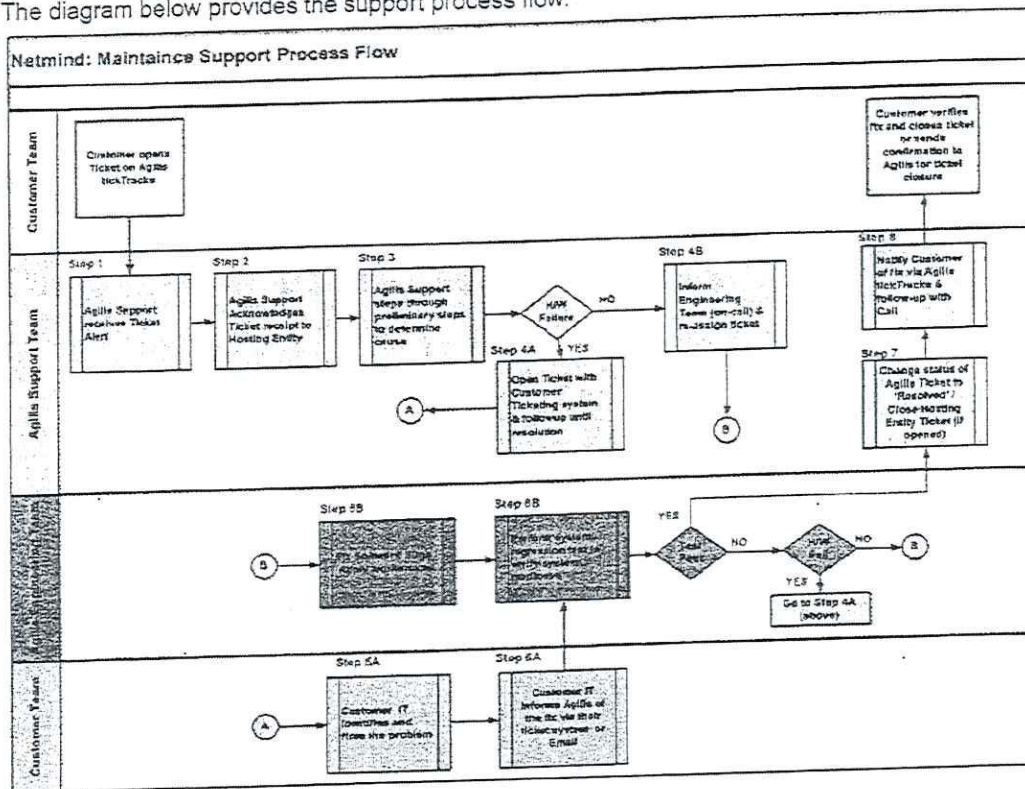The diagram below provides the support process flow.

Figure 1

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Resolution and Response Times

Issue Priority	Ownership	Initial Response (Level – 1)	Temporary Correction / System Restoration if possible (Level – 2)	Status Update Intervals	Final Fix Delivery (Level – 3)
1 (Hardware / System / Data Feed*)	<customer>	<= 30 min	<= 8 hours	Every 1 Hour	<= 36 hours
1 (Application**)	AGILIS INTERNATIONAL	<= 30 min	<= 8 hours	Every 1 Hours	<= 36 hours
	AGILIS INTERNATIONAL	<= 4 hours	<= 24 Business hours	Every business day	<= 72 business hours
3	AGILIS	<= 1 business day	<= 5 business days	TBD by Project Manager	Next scheduled release

The response times and definitions defined above do not apply to planned maintenance activities. Routine maintenance or scheduled down times are excluded from the above service level commitments.

*Hardware / System / Data Feeds – Any issue pertaining to hardware (like crashes), system (like OS issues) or data feeds (like feed not received from source).

**Application – Any issue arising directly or indirectly out of the RMS platform® application

Support Timings

Support timings are Monday through Friday 07:30 AM to 04:30 PM EDT for all issues except for Severity 1. Severity 1 issues will be addressed 7x24 until resolution.

Issues Reporting and Tracking

The originator can report an issue either by phone or via a web-accessible problem tracking system. Agilis International will provide the required training for use of this system. If the issue is reported via phone, Agilis International support personnel will enter the appropriate details in the web-accessible tracking system.

Once the issue is entered, Agilis International support personnel will send an acknowledgement email, update the status of the issue, and start working to resolve the issue as per the support process flow and response and resolution guidelines specified above. The issue status will be periodically updated to reflect the latest activity. Upon resolution by the support engineer, the status of the issue will be changed to indicate ready-for-acceptance by Customer. An email will be sent to the originator indicating that the issue is ready for acceptance. Customer can either close the issue online, or send a response email indicating closure of the issue and the status of the issue will be updated to 'closed'. If required, support personnel will contact the originator of the issue via phone.

Point of Contact and Escalation Procedure

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Agilis International Support phone number: +1 610 849 0009

Agilis International Support web tracking system URL:

http://support.agilisinternational.com

If the response and resolution time commitments are not being adhered to, Customer can use the following guidelines to escalate the issue:

Escalation Procedure

If the response and resolution time commitments are not being adhered, <customer> can use the following guidelines to escalate the issue:

1st level escalation –   Agilis <Applications Software> Support Team
                Phone (Hotline): +91 987 316 0810
                Email: <Applications Software>support@agilisinternational.com

2nd level escalation –   <assigned at contact commencement>, Manager, <Applications Software> Support
                Phone: +91 XXX XXXXXXX
                Email: xxxxx@agilisinternational.com

3rd level escalation –   <assigned at contact commencement, Project Manager
                Phone: +91 XXX XXXXXXX
                Email: xxxxx@agilisinternational.com

4th level escalation –   Harish Kakde, Director, Operations
                Phone: +1 240 912 3048
                Email: hkakde@agilisinternational.com

Performance Review

A quarterly performance review will be conducted between the Agilis International Program Manager and Customer. This will consist of a review of issues in the past quarter to ensure that service level commitments were met. If there were any issues where service level commitments were not met, root cause analysis and an action plan to prevent recurrence will be presented.

The minutes and outcome of the performance review will be documented.

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IN WITNESS WHEREOF, Intending to be legally bound, the parties have caused their duly
authorized officers to execute this Agreement as a sealed instrument, as of the Effective
Date

Agilis International, Inc.

By: _____

Name: RAWLVAN BENNETT

Title: EXECUTIVE VICE PRESIDENT

Date: ___14/06/2010___

MACRA

By: _____

Name: CHARLES NSALIWA

Title: DIRECTOR GENERAL

Date: __21 MAY 2010__